

EXHIBIT A



**Service of Process
Transmittal**

11/24/2009

CT Log Number 515769654



TO: Miles Garnier
Bank of America
CA5-705-08-01, 555 California Street, 8th Floor
San Francisco, CA 94104

RE: Process Served in Pennsylvania

FOR: Countrywide Home Loans, Inc. (Domestic State: NY)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Oscar H. Wistner, III and Nicole L. Wistner, pltfs. vs. Countrywide Home Loans, Inc.,
Dft.

DOCUMENT(S) SERVED: Letter, Notice, Complaint

COURT/AGENCY: Lehigh County, Court of Common Pleas, PA
Case # 2009-C-4651

NATURE OF ACTION: Breach of Contract - March 2009 Loan Modification agreement

ON WHOM PROCESS WAS SERVED: CT Corporation System, Harrisburg, PA

DATE AND HOUR OF SERVICE: By Regular Mail on 11/24/2009 postmarked: "Illegible"

APPEARANCE OR ANSWER DUE: Within 20 days

ATTORNEY(S) / SENDER(S): Ralph J. Bellafatto
4480 William Penn Highway
Easton, PA 18045
610-923-9200

ACTION ITEMS: CT has retained the current log, Retain Date: 11/24/2009, Expected Purge Date:
11/29/2009
Image SOP
Email Notification, Miles Garnier miles.a.garnier@bankofamerica.com
Email Notification, Karina Buitrago jennifer.quinn@wolterskluwer.com
Email Notification, Valeria Leiva valeria_leiva@countrywide.com

SIGNED: CT Corporation System

PER: Sabra Dudding

ADDRESS: 116 Pine Street
3rd Floor, Suite 320
Harrisburg, PA 17101

TELEPHONE: 717-234-6004

Page 1 of 2 / RS

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



**Service of Process
Transmittal**

11/24/2009

CT Log Number 515769654

TO: Miles Garnier
Bank of America
CA5-705-08-01, 555 California Street, 8th Floor
San Francisco, CA 94104

RE: **Process Served in Pennsylvania**

FOR: Countrywide Home Loans, Inc. (Domestic State: NY)

DOCKET HISTORY:

DOCUMENT(S) SERVED:	DATE AND HOUR OF SERVICE:	TO:	CT LOG NUMBER:
Letter, Praeipce, Verification	By Regular Mail on 11/24/2009 postmarked on 11/20/2009	Miles Garnier Bank of America	515769547
Praeipce, Summons	By Process Server on 09/22/2009 at 14:15	Miles Garnier Bank of America	515462351

Page 2 of 2 / RS

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



RALPH J. BELLAFATTO · RALPH@BELLAFATTO.COM

November 17, 2009

Clerk of Civil Court
Lehigh County Courthouse
455 Hamilton Street
Allentown, PA 18105

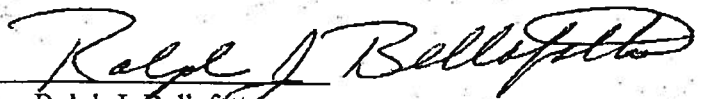
Re: Wistner v. Countrywide Home Loans, Inc.

Dear Clerk:

Enclosed please find a Complaint for filing, along with a copy to be time-stamped and returned in the enclosed envelope. Thank you.

Very truly yours,

RALPH J. BELLAFATTO, P.C.

BY: 
Ralph J. Bellafatto

RJB/ms

Enclosure

cc: Countrywide Home Loans, Inc. ✓
Bank of America Corporation

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

OSCAR H. WISTNER, III	:	NO. 2009-C-4651
NICOLE L. WISTNER	:	
Plaintiffs	:	JURY TRIAL DEMANDED
	:	
vs.	:	
	:	
COUNTRYWIDE HOME LOANS, INC.	:	
BANK OF AMERICA CORPORATION	:	
Defendants	:	

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff(s). You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE
1114 WALNUT STREET
ALLENTOWN, PENNSYLVANIA 18102
TELEPHONE: (610) 433-7094

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

OSCAR H. WISTNER, III	:	NO. 2009-C-4651
NICOLE L. WISTNER	:	
Plaintiffs	:	JURY TRIAL DEMANDED
	:	
vs.	:	
	:	
COUNTRYWIDE HOME LOANS, INC.	:	
BANK OF AMERICA CORPORATION	:	
Defendants	:	

COMPLAINT

AND NOW COME Plaintiffs, Oscar H. Wistner, III and Nicole L. Wistner, by and through their attorney, Ralph J. Bellafatto, with this Complaint of which the following is a more complete statement:

1. Plaintiffs are Oscar H. Wistner, III and Nicole L. Wistner, husband and wife, adult individuals residing at 2154 Beechwood Street, Orefield, Lehigh County, Pennsylvania 18069
2. Defendant Countrywide Home Loans, Inc. (hereinafter "Countrywide"), is a business corporation maintaining a principle place of business at 116 Penn Street, Suite 320, Harrisburg, Dauphin County, Pennsylvania 17101. At all times relevant hereto, Countrywide Home Loans, Inc. was in the business of writing home loans within the Commonwealth of Pennsylvania.
3. Defendant Bank of America Corporation (hereinafter "Bank of America") is a business corporation doing business in the Commonwealth of Pennsylvania, including servicing home mortgage loans within the Commonwealth. In 2009 Bank of America acquired Countrywide, including all outstanding rights and liabilities such that Bank of America is the successor in interest of Countrywide as respects all transactions which are the subject of this litigation.

4. In May of 2007 Plaintiffs sought advice from Countrywide about a possible refinance/debt consolidation loan, and, in that regard, consulted with Courtney May. At all times relevant hereto, Courtney May acted as the agent, servant, and employee of Countrywide such that Countrywide is vicariously liable for May's actions.

5. Although the Plaintiffs at that time enjoyed a thirty year fixed rate loan with interest rate at 6.375%, May advised the Plaintiffs to refinance their mortgage and other debts through a subprime adjustable rate mortgage at 9%.

6. Thereafter, as a result of various unforeseen financial hardships, Plaintiffs sought a loan modification through Countrywide's "HOPE Program".

7. On March 13, 2009 Countrywide approved Plaintiffs' loan modification tendering documents for Plaintiffs' signatures to effectuate the modification and requesting a payment of \$2,700 to implement the loan modification terms.

8. On March 25, 2009 Plaintiffs returned Countrywide's fully executed documents along with a check for \$2,700, enclosing same in the pre-addressed Fed-Ex delivery envelope which was addressed to Countrywide Home Retention Division at 100 Beecham Drive, Suite 104, Pittsburgh, Pa. 15205.

9. Countrywide received the overnighted loan modification documents and check for \$2,700.

10. Countrywide cashed and has retained the use of the proceeds of the \$2,700 check.

11. Thereafter, Countrywide has refused to implement the terms of the loan modification, claiming that the loan modification documents have never been received.

12. From April through August 2009 Plaintiffs endeavored to engage Countrywide in a meaningful dialogue to identify the source of Countrywide's error without success. Plaintiffs

were repeatedly directed and redirected to numerous Countrywide and Bank of America customer service centers, none of which have ever been able to provide a substantive response or explanation, nor, for that matter, a denial that Countrywide did in fact receive the \$2,700 check.

13. In the meanwhile, Countrywide reported delinquencies to various credit reporting agencies indicating that the Plaintiffs were failing to make payments on their home loan on the basis of the subprime 9% loan.

14. Countrywide's credit reporting, as respects the Plaintiffs' mortgage payment history since April 2009, is inaccurate and continues to be reported incorrectly on a monthly basis since that time.

15. After having exhausted countless hours, in August 2009 Plaintiffs retained counsel (the undersigned) to secure a substantive response from Countrywide and to enforce the terms of the loan modification agreed to in March of 2009.

16. Plaintiffs' counsel wrote Countrywide on August 7, 2009, and attempted to communicate by telephone and email on numerous occasions since, but Countrywide has failed/and or refused to respond to Plaintiffs' attorney necessitating this litigation.

COUNT I

BREACH OF CONTRACT

OSCAR H. WISTNER, III AND NICOLE L. WISTER

VS.

COUNTRYWIDE HOME LOANS, INC./BANK OF AMERICA CORPORATION

17. Plaintiffs hereby incorporate paragraphs 1 through 16 as though the same were set forth herein at length.

18. Plaintiffs aver that by virtue of all of the above Defendants have breached their contract with Plaintiffs arising from the March 2009 loan modification agreement.

19. As a direct and proximate result of Defendants' breach of contract, Plaintiffs have been denied the benefit of their bargain, have continued to be assessed late fees, penalties, and interest which do not conform with the terms of the loan modification agreement in an amount which is currently uncalculated and in amounts which change on a monthly basis.

20. As a direct and proximate result of Defendants' breach of contract, Plaintiffs have sustained impairment to their credit rating to their pecuniary detriment in an unliquidated amount.

21. As a direct and proximate result of Defendants' breach of contract, Plaintiffs have incurred administrative expense/time, and have been forced to incur attorney's fees as a result of Defendants' failure to honor the terms of the loan modification agreement, Defendants' failure to provide competent customer service, and Defendants' failure to accurately report Plaintiffs' mortgage payment history.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount in excess of local arbitration limits, together with whatever additional relief the court deems appropriate.

COUNT II

PREDATORY LENDING

OSCAR H. WISTNER, III AND NICOLE L. WISTER

VS.

COUNTRYWIDE HOME LOANS, INC./BANK OF AMERICA CORPORATION

22. Plaintiffs hereby incorporate paragraphs 1 through 21 as though the same were set forth herein at length.

23. Plaintiffs aver that by virtue of all of the above Defendants provided negligent and/or intentional lending advice at the time of Plaintiffs' original refinance in 2007, such as induced Plaintiffs to surrender contractual terms which were beneficial.

24. Plaintiffs aver that the advice received from Countrywide, by and through Countrywide's agents, was flawed, negligent, inaccurate, and predatory in the following respects:

a. Countrywide induced Plaintiffs to refinance at a significantly higher rate than Plaintiffs currently enjoyed.

b. Countrywide induced Plaintiffs to refinance in order to charge high points and fees (loan flipping) which were in Countrywide's rather than Plaintiffs' best interest.

c. Countrywide induced Plaintiffs to enter the subprime adjustable rate mortgage which was based upon Plaintiffs' assets rather than Plaintiffs' ability to repay.

d. Countrywide engaged in fraud or deceptions, specifically, by representing that the refinance loan was in Plaintiffs' best financial interest, in order to induce Plaintiffs into agreeing to a refinance on unfavorable terms.

25. As a direct and proximate result of Defendants' predatory lending, Plaintiffs have been deprived of the terms of their original thirty year fixed rate mortgage, and have incurred loan refinance and closing charges, extra interest, penalties, late fees, and attorney's fees to their pecuniary detriment.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount in excess of local arbitration limits, together with whatever additional relief the court deems appropriate.

COUNT III

UNFAIR TRADE PRACTICE AND CONSUMER PROTECTION LAW

OSCAR H. WISTNER, III AND NICOLE L. WISTER

VS.

COUNTRYWIDE HOME LOANS, INC./BANK OF AMERICA CORPORATION

26. Plaintiffs hereby incorporate paragraphs 1 through 25 as though the same were set forth herein at length.

27. Plaintiffs aver that by virtue of all of the above, Defendants have engaged in an unfair or deceptive act or practice within the meaning of the Unfair Trade Practice Act and Consumer Protection Law in the following respects:

- a. Countrywide represented that the 2007 refinance transaction had characteristics, benefits, or qualities that it did not have.
- b. Countywide misrepresented that a refinance was needed when it was not financially advisable.
- c. Countrywide failed to comply with the terms of their loan modification agreement after inducing Plaintiffs' \$2,700 payment.
- d. Countywide represented that its customer service/mortgage servicing departments possess certain qualities, e.g., competence, when they did not.
- e. Countywide represented that it was agreeable to loan modification terms and subsequently refused/failed to provide a loan in accordance with the terms as modified.
- f. Countrywide misrepresented the status of Plaintiffs' mortgage payment history in the course of credit reporting.
- g. Countrywide engaged in other fraudulent or deceptive conduct which created

the likelihood of misunderstanding, both with respect to the 2007 loan refinance, as well as in the aftermath of the May 2009 loan modification.

28. As a direct and proximate result of Defendants' unfair or deceptive act or practice, Plaintiffs have been pecuniarily harmed as aforesaid.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount in excess of local arbitration limits, treble damages, and attorney's fees, together with whatever additional relief the court deems appropriate.

Respectfully submitted:

RALPH J. BELLAFATTO, P.C.

By: 

Ralph J. Bellafatto, #43988
4480 William Penn Highway
Easton, PA 18045
610-923-9200

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

OSCAR H. WISTNER, III	:	NO. 2009-C-4651
NICOLE L. WISTNER	:	
Plaintiffs	:	JURY TRIAL DEMANDED
	:	
vs.	:	
	:	
COUNTRYWIDE HOME LOANS, INC.	:	
BANK OF AMERICA CORPORATION	:	
Defendants	:	

PROOF OF SERVICE

I hereby certify that I am this day serving the foregoing COMPLAINT upon the person(s) and in the manner indicated below, which service satisfies the requirements of Pa. R.C.P. 440:

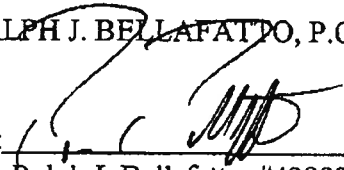
Service by first class mail
Postage Prepaid, Addressed as follows:

Countrywide Home Loans, Inc.
c/o CT Corporation Systems
116 Penn Street, Suite 320
Harrisburg, Pa. 17101

Bank of America Corporation
Legal Department
30870 Russell Ranch Road.
Mail Stop: CA6-915-0117
Westlake Village, CA. 91362

November 17, 2009

RALPH J. BELLAFATTO, P.C.

By: 
Ralph J. Bellafatto, #43988
4480 William Penn Highway
Easton, PA 18045
610-923-9200



4480 WILLIAM PENN HIGHWAY · EASTON, PENNSYLVANIA 18045



Countrywide Home Loans, Inc.
C/o CT Corporation Systems
116 Penn Street, Suite 320
Harrisburg, Pa. 17101



**Service of Process
Transmittal**

11/24/2009

CT Log Number 515769547



TO: Miles Garnier
Bank of America
CA5-705-08-01, 555 California Street, 8th Floor
San Francisco, CA 94104

RE: Process Served in Pennsylvania

FOR: Countrywide Home Loans, Inc. (Domestic State: NY)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Oscar H. Wistner, III and Nicole L. Wistner, pltfs. vs. Countrywide Home Loans, Inc., Dft.

DOCUMENT(S) SERVED: Letter, Praeipce, Verification

COURT/AGENCY: Lehigh County, Court of Common Pleas, PA
Case # 2009-C-4651

NATURE OF ACTION: Praeipce to attach verification to complaint

ON WHOM PROCESS WAS SERVED: CT Corporation System, Harrisburg, PA

DATE AND HOUR OF SERVICE: By Regular Mail on 11/24/2009 postmarked on 11/20/2009

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): Ralph J. Bellafatto
4480 William Penn Highway
Easton, PA 18045
610-923-9200

ACTION ITEMS: CT has retained the current log, Retain Date: 11/24/2009, Expected Purge Date: 11/29/2009
Image SOP
Email Notification, Miles Garnier miles.a.garnier@bankofamerica.com
Email Notification, Karina Buitrago jennifer.quinn@wolterskluwer.com
Email Notification, Valeria Leiva valeria_leiva@countrywide.com

SIGNED: CT Corporation System

PER: Sabra Dudding

ADDRESS: 116 Pine Street
3rd Floor, Suite 320
Harrisburg, PA 17101

TELEPHONE: 717-234-6004

DOCKET HISTORY:

DOCUMENT(S) SERVED:	DATE AND HOUR OF SERVICE:	TO:	CT LOG NUMBER:
Praeipce, Summons	By Process Server on 09/22/2009 at 14:15	Miles Garnier Bank of America	515462351

Page 1 of 1 / RS

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RALPH J. BELLAFATTO • RALPH@BELLAFATTO.COM

November 19, 2009

Clerk of Civil Court
Lehigh County Courthouse
455 Hamilton Street
Allentown, PA 18105

Re: Wistner v. Countrywide Home Loans, Inc. - No. 2009-C-4651

Dear Clerk:

Enclosed please find Praeipce to Attach Verification to Complaint, along with a copy to be time-stamped and returned in the enclosed envelope.. Thank you.

Very truly yours,

RALPH J. BELLAFATTO, P.C.

BY:


Ralph J. Bellafatto

RJB/ms

Enclosure

cc: Countrywide Home Loans, Inc.
Bank of America Corporation

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

OSCAR H. WISTNER, III	:	NO. 2009-C-4651
NICOLE L. WISTNER	:	
Plaintiffs	:	JURY TRIAL DEMANDED
	:	
vs.	:	
	:	
COUNTRYWIDE HOME LOANS, INC.	:	
BANK OF AMERICA CORPORATION	:	
Defendants	:	

PRAECIPE TO ATTACH VERIFICATION TO COMPLAINT

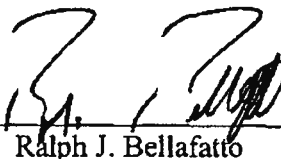
TO THE PROTHONOTARY:

Please attach the enclosed verification of Plaintiffs, Oscar H. Wistner, III and Nicole Wistner, to the Complaint previously filed in the above-captioned action.

Respectfully submitted,

RALPH J. BELLAFATTO, P.C.

By



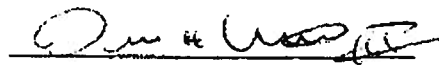
Ralph J. Bellafatto
Attorney I.D. No. 43988
4480 William Penn Highway
Easton, PA 18045
610-923-9200

Date: November 19, 2009

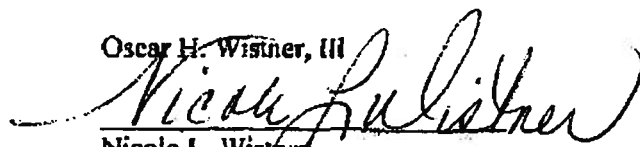
VERIFICATION

Oscar H. Wistner, III and Nicole L. Wistner, being duly sworn according to law, depose and say that they are the Plaintiffs herein and that the facts set forth in the foregoing Complaint are based upon information which they have furnished to their counsel and information which has been gathered by their counsel in the preparation of this lawsuit. The language of the foregoing pleading is that of counsel and not of the undersigned themselves. The undersigned have read the foregoing pleading and, to the extent that it is based upon information which has been given to their counsel, that information is true and correct to the best of their knowledge, information and belief. To the extent that the content of the foregoing pleading is that of counsel, the undersigned have relied upon counsel in making this affidavit. The undersigned understand that the statements therein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.

Dated: 11/18/09



Dated: 11/18/09

Oscar H. Wistner, III

Nicole L. Wistner



4480 WILLIAM PENN HIGHWAY · EASTON, PENNSYLVANIA 18045

LEHIGH VALLEY PA 180

20 NOV 2009 PM 11



Countrywide Home Loans, Inc.
C/o CT Corporation Systems
116 Penn Street, Suite 320
Harrisburg, Pa. 17101